

User's Last Name _____ First Name _____

Address _____

City _____ State _____ Zip _____

Home Telephone _____ Work Telephone _____

E-mail: _____ Date of Birth _____ Age _____

Please check days and times that you expect to use the Fitness Center indoor facilities:

- Sunday Monday Tuesday Wednesday Thursday Friday Saturday
- Early Morning Mid-Morning Lunchtime Early Afternoon Late Afternoon Evening

**RELEASE, WAIVER, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

In consideration of the right to use and participate in fitness activities and related events at, or sponsored by, the Village Lake Fitness Center, a facility of the Castle Pines Homes Association, Inc., and Castle Pines Village (collectively "Castle Pines"). All of the above described categories, activities and informational programs, and any others that may be added or offered, from time to time, for purposes of this agreement are referred to, whether singularly or collectively, as "fitness activities and related events". I agree as follows:

Acknowledgment of Risk

I hereby agree and acknowledge that fitness activities and related events that may be offered, from time to time, are potentially hazardous activities, possibly resulting in serious bodily injury or death. I acknowledge that my engaging in fitness activities and related events, either on my own or with another person, subjects me to risks, both known and unknown. Those risks include but are not limited to the inherent risks of fitness activities and related events, as well as to other risks and dangers, including acts of God, the forces of nature, the negligent and reckless acts or omissions of others or of Castle Pines, its officers, agents, directors, members, managers, employees, subcontractors or independent contractors (herein "Risks"). I further acknowledge that the above list is not inclusive of all possible risks associated with fitness activities and related events, and that the above list in no way limits the extent or reach of this Release, Waiver, Indemnification and Hold Harmless Agreement ("Agreement"). I further acknowledge and agree that my participation in fitness activities and related events may be unsupervised at any or all times. I agree that use of the facilities and the Village Lake Fitness Center will be in accordance with all rules and regulations of the Castle Pines Homes Association, Inc. as well as directions and instructions given by the director or manager of the facility, or other designated person. I further agree to consult with my own physician before engaging in any fitness activities and related events.

Release and Waiver and Agreement Not to Sue

Acknowledging this, I voluntarily agree and state as follows:

I voluntarily participate in fitness activities and related events knowing the dangers involved, and I assume all known and unknown risks, and the above-defined Risks. I RELEASE, DISCHARGE, WAIVE AND AGREE NOT TO SUE OR MAKE ANY CLAIM AGAINST, CASTLE PINES, ITS OFFICERS, AGENTS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, SUBCONTRACTORS OR INDEPENDENT CONTRACTORS (“Protected Parties”), FROM ANY AND ALL FORESEEN AND UNFORESEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS, OR DAMAGES OF ANY KIND AND NATURE, INCLUDING ATTORNEY FEES AND COURT COSTS, WHICH I, MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS MAY NOW HAVE, OR HAVE IN THE FUTURE AGAINST THE PROTECTED PARTIES, ON ACCOUNT OF PERSONAL INJURY, PROPERTY DAMAGE, LOST OR STOLEN, DEATH OR ACCIDENT OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE VILLAGE LAKE FITNESS CENTER FACILITIES OR PARTICIPATION IN FITNESS ACTIVITIES OR RELATED EVENTS, WHETHER THAT USE OR PARTICIPATION IS SUPERVISED OR UNSUPERVISED, INCLUDING THOSE THAT MAY ARISE FROM MY BEING A SPECTATOR, HOWEVER THE DEATH, ACCIDENT, INJURY OR DAMAGE IS CAUSED.

THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OF CASTLE PINES OR ANOTHER PROTECTED PARTY.

The terms of this contract shall serve as a complete release and EXPRESS assumption of the Risks. I shall be solely responsible for my own safety and well-being and for all expenses that arise directly or indirectly from the fitness activities and related events. I consent to emergency medical treatment in the event of injury or illness.

I shall be solely responsible for ensuring that all my children and guests know and abide by the rules and regulations and the terms of this Release.

Indemnification and Hold Harmless

I agree to hold harmless, defend, indemnify and reimburse the Protected Parties from all claims, damages, third party claims and losses including their own losses, expenses, damages, attorney fees and court costs that arise from my participation in fitness activities and related events or that arise from the participation in fitness activities and related events by my guests or invitees.

This Agreement is executed without reliance upon any promise, statement or representation by the Protected Parties, or their representatives or attorneys, concerning any of the facilities, activities, or participation in any fitness activities or related events, any damages or legal liability therefor, or any other matter.

All statements above shall bind me, my heirs, personal representatives, executors, administrators, successors and assigns, and are not merely recitals. **I have read and fully understand the legal consequences of this Agreement, and acknowledge that Castle Pines has recommended that I have my attorney review this Agreement prior to my signing it.**

NOTE: READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT CAREFULLY, ASK ANY QUESTIONS BEFORE SIGNING, AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THE AGREEMENT, AND AGREE TO ITS TERMS.

User’s Signature: _____ Date: _____